

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT - CHANCERY DIVISION

THE PEOPLE OF THE STATE OF ILLINOIS,)	
)	
Plaintiff,)	No. 2016-CH-11216
)	
-vs-)	
)	Honorable Judge Neil H. Cohen
INSYS THERAPEUTICS, INC.)	Calendar 5
)	
Defendant.)	

FINAL JUDGMENT AND CONSENT DECREE

Plaintiff, THE PEOPLE OF THE STATE OF ILLINOIS, filed a Complaint for a permanent injunction and other relief in this matter pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"), 815 ILCS 505/1 *et seq.*, alleging that Defendant INSYS THERAPEUTICS, INC. (hereinafter "Insys") committed violations of the aforementioned Act. Plaintiff, by its counsel, and Insys, by its counsel, have agreed to the entry of this Final Judgment and Consent Decree by the Court without trial or adjudication of any issue of fact or law, and without finding or admission of wrongdoing or liability of any kind.

This Final Judgment and Consent Decree is entered into only for the purpose of terminating the Attorney General's inquiry under the Consumer Fraud Act into the commercial activities of Insys and definitively resolving the issues raised in the Complaint and the investigation of the Office of the Attorney General. The Attorney General has concluded that this Final Judgment and Consent Decree is the appropriate resolution of the Covered Conduct and the related investigation. This Final Judgment and Consent Decree does not bind any officers or agencies of the State of Illinois other than the Attorney General to the extent that the Attorney General has agreed to terms and conditions hereunder including the released claims

detailed in Section VI. This Final Judgment and Consent Decree shall not be construed to and does not resolve or preclude any other action, civil, criminal, or administrative by any officers or agencies of the State of Illinois other than the Attorney General to the extent that the Attorney General has released the claims detailed in Section VI. This is a final and appealable order and no just reason exists to delay enforcement or appeal.

Each party acknowledges that it has read and understood the terms and conditions of this Final Judgment and Consent Decree. Defendant further understands the legal obligations imposed upon it by this Final Judgment and Consent Decree, and understands that a violation of this Final Judgment and Consent Decree may result in additional proceedings against Defendant, including an action for contempt of court.

IT IS HEREBY ORDERED THAT:

I. FINDINGS

1. This Court has jurisdiction over the subject matter of this lawsuit and over the parties to this Final Judgment and Consent Decree.
2. Insys has at all relevant times engaged in trade and commerce within the meaning of Section 1(f) of the Consumer Fraud Act, 815 ILCS 505/1(f), by marketing, selling, and Promoting Subsys® in Illinois ("Insys Trade and Commerce").

II. DEFINITIONS

The following definitions shall be used in construing this Final Judgment and Consent Decree:

1. "Covered Conduct" shall mean any violations of the Consumer Fraud Act by Insys in connection with Insys Trade and Commerce from March 1, 2012 to the Effective Date, and including any and all allegations contained in the complaint filed in this action.

2. "Effective Date" is the date this Final Judgment and Consent Decree is approved by the Court.

3. "Health Care Professional" shall mean any physician or other health care practitioner who is licensed to provide health care services or to prescribe pharmaceutical products in Illinois.

4. "Insys" shall mean Insys Therapeutics, Inc., including all of its subsidiaries, predecessors, successors, and assigns doing business in the United States.

5. "Insys Opioid Drug(s)" means any drug containing an opioid that Insys manufactures, Promotes, and/or sells, including Subsys®.

6. "Insys Sales Representative(s)" shall mean Insys personnel responsible for Promoting an Insys Opioid Drug, including any Account Managers.

7. "Insys Scientifically Trained Personnel" shall mean Insys personnel who are highly trained experts with specialized scientific and medical knowledge, usually with a scientific or medical degree (e.g., a nurse, an MD, PhD, or PharmD), whose roles involve the provision of specialized, medical or scientific information, scientific analysis and/or scientific information to Health Care Professionals but excludes anyone performing sales, marketing, promotional, or other primarily commercial roles.

8. "Off-Label" or "Off-Label Use" shall mean a use or dose not consistent with the FDA-approved indication or other information in the FDA-approved U.S. Prescribing Information for an Insys Opioid Drug.

9. "On-Label Use" shall mean a use or dose consistent with the FDA-approved indication or other information in the FDA-approved U.S. Prescribing Information for an Insys Opioid Drug.

10. "Patient Support Services" shall mean services Insys offers in the State of Illinois directly to patients regarding an Insys Opioid Drug for any purpose other than prior authorization/reimbursement or financial assistance.

11. "Prescriber(s)" shall mean any physician or health care practitioner practicing in Illinois or treating Illinois patients who is licensed to provide health care services and/or prescribe prescription drugs.

12. "Promotional," "Promoting," "Promotion" or "Promote(s)" shall mean a representation about an Insys Opioid Drug intended to influence sales of that product in Illinois, including attempts to influence prescribing practices and utilization of an Insys Opioid Drug in Illinois.

13. "Reprint(s)" shall mean articles or reprints from a scientific or medical journal, as defined in 21 C.F.R. § 99.3(j), or reference publication, as defined in 21 C.F.R. § 99.3(i), describing an Off-Label Use of an Insys Opioid Drug or similar products in the same class as the Insys Opioid Drug.

14. "Special Supplement" shall mean a manuscript for which Insys has paid a journal for placement or publication (not including routine manuscript submission or preparation fees generally applicable to articles submitted for consideration for publication).

15. "Subsys®" means the branded sublingual spray containing fentanyl marketed by Insys by the same name and any reformulation(s).

16. "TIRFs" shall mean Transmucosal Immediate-Release Fentanyl class of products that includes Subsys®.

17. "Unsolicited Request" shall mean a request for information from a Prescriber regarding an Insys Opioid Drug communicated to an agent of Insys that has not been prompted by Insys.

III. COMPLIANCE PROVISIONS

The following provisions apply to Insys' business practices relating to Illinois:

A. General Provisions

1. In the Promotion of an Insys Opioid Drug, Insys shall not make any written or oral claim that is false, misleading, or deceptive.
2. Insys shall not represent that an Insys Opioid Drug has approval, characteristics, uses, benefits, or qualities that it does not have.
3. Insys shall not make any written or oral Promotional claim about an Insys Opioid Drug that violates the Food, Drug, and Cosmetic Act, 21 U.S.C. § 301 *et seq.*, the Illinois Food, Drug, and Cosmetic Act, 410 ILCS 620/1, *et seq.*, or any regulation promulgated thereunder.
4. Insys shall not make any written or oral Promotional claim about an Insys Opioid Drug that violates any final written guidance documents issued by the Food & Drug Administration's Office of Prescription Drug Promotion.
5. Insys shall comply with all other applicable federal and state laws relating to the Promotion of an Insys Opioid Drug, including but not limited to, the Federal Anti-Kickback Statute (codified at 42 U.S.C. § 1320a-7b(b)) and all accompanying regulations.

B. Prohibition Against Off-Label Promotion

1. Insys shall not Promote an Insys Opioid Drug in Illinois for an Off-Label Use, including but not limited to, as an Off-Label substitute for a competing product.

2. Insys shall only Promote an Insys Opioid Drug consistent with its FDA- approved label, including with respect to titration and detailing on side effects for each patient. Insys may explain to the Prescriber any titration process to a different dose where the product allows, pursuant to the FDA labeling.

3. Insys Sales Representatives shall not communicate with a Prescriber about a particular patient, including inquiring about a Prescriber's titration plan for a particular patient.

4. If Insys receives an Unsolicited Request from a Prescriber for Off-Label information regarding an Insys Opioid Drug, including any request for a specific article related to an Off-Label Use, Insys shall:

- a. advise the requestor that the request concerns an Off-Label Use;
- b. inform the requestor of the FDA-approved indication(s) for an Insys Opioid Drug and provide labeling information; and
- c. only provide Off-Label information in a Reprint, which must comply with Section III.C

5. In addition to the requirements directly above, if Insys responds to an Unsolicited Request for Off-Label information regarding an Insys Opioid Drug from a Prescriber, only Insys Scientifically Trained Personnel shall respond and such personnel shall provide specific, accurate, objective, and scientifically-balanced responses in a non-Promotional manner.

6. The Attorney General will not consider the actions described in Paragraphs III.B.4-5 to constitute Off-Label Promotion.

7. Insys Sales Representatives may respond orally to an Unsolicited Request for Off-Label information regarding an Insys Opioid Drug by a Prescriber only by offering to put the

requester in touch with Insys Scientifically Trained Personnel or to offer the Prescriber a medical information request form.

8. Insys Sales Representatives shall not characterize, describe, identify, name, or offer any opinions about or summarize any Off-Label information relating to an Insys Opioid Drug in communications with Prescribers.

C. Reprints

1. Reprints distributed by Insys regarding an Insys Opioid Drug:

- a. shall be accompanied by the FDA-approved Prescribing Information for the Insys Drug, or a clearly and conspicuously described hyperlink that will provide the reader with such information;
- b. shall contain a disclosure that is prominently displayed, which would include the first page or as a cover page where practicable, indicating that the article discusses unapproved new uses; and
- c. shall not be referred to or used in a Promotional manner.

2. Insys shall not disseminate reprints of any Special Supplement that focuses primarily on an Off-Label Use of an Insys Opioid Drug.

D. Promotion to Prescribers

1. Insys shall not Promote an Insys Opioid Drug to a Prescriber unless the Prescriber has all state and federal licenses needed to prescribe the Insys Opioid Drug Insys is Promoting.

2. Insys shall not Promote an Insys Opioid Drug to a Prescriber if the Illinois Department of Financial and Professional Regulation ("IDFPR") "disciplined" the Prescriber within the last ten (10) years for conduct relating to opioid prescribing, or abusive prescribing of any kind as reflected on the IDFPR's website. For purposes of this provision, "disciplined"

means a written reprimand formalizing discipline against the Prescriber related to inappropriate opioid prescribing or abusive prescribing, which leads to suspension or revocation of the Prescriber's medical license or other serious action by the State of Illinois. Insys shall be required to check the IDFP website no less than quarterly in connection with this provision.

3. Insys shall only Promote Subsys® to Prescribers enrolled under the TIRF REMS program or oncologists.

4. When Insys Promotes Subsys® to a Prescriber enrolled in the TIRF REMS program who is not an oncologist, Insys must inquire whether the Prescriber treats or has a reasonable belief that the Prescriber is likely to treat patients for cancer pain. If a Prescriber does not treat patients for cancer pain or Insys does not have a reasonable belief that the Prescriber is likely to treat patients for cancer pain, Insys shall not Promote Subsys® to the Prescriber and must remove the Prescriber from its call lists.

5. Each time an Insys Sales Representative Promotes an Insys Opioid Drug to a Prescriber, Insys shall document at least: (1) the date of the Promotion; (2) name of the Insys Sales Representative; (3) name of the Prescriber; (4) Prescriber's office address; (5) Prescriber's office phone number; (6) location of Promotion (if at a location other than the Prescriber's office); (7) duration of time spent with Prescriber; (8) a list of any Promotional materials or articles shown to the Prescriber or left behind with the Prescriber; and (9) an identification of discussion topic(s) discussed by the Insys Sales Representative and Prescriber.

6. Insys shall retain a copy of all written or electronic communications between a Prescriber and Insys about an Insys Opioid Drug for a period of two years.

7. Insys Sales Representatives shall not initiate direct communications with a patient about an Insys Opioid Drug.

8. Insys Sales Representatives shall not attempt to gain access to and if given access shall promptly take remedial action to remove his or her access to Illinois patients' medical records.

9. Insys shall not have a former employee or family member of a Prescriber Promote an Insys Opioid Drug to that Prescriber.

E. Speaker Programs and Compensation to Prescribers

Speakers

1. Insys shall only allow a Prescriber to Promote an Insys Opioid Drug at a speaking program if that Prescriber has all state and federal licenses needed to prescribe the Insys Opioid Drug he/she is Promoting.

2. Insys shall conduct a background check at least once a year on any Prescriber who is in the Insys speaker program bureau in order to determine whether the Prescriber has been sanctioned by a state medical board or has been convicted of or pleaded guilty to violating any state or federal law.

3. Insys shall remove from the Insys speaker program any Prescriber who has been sanctioned by a state medical board or has been convicted of or pleaded guilty to violating any state or federal law related to pharmaceutical Promotion or the practice of medicine.

4. Prescribers may not conduct more than six (6) Insys speaker programs in Illinois per year related to an Insys Opioid Drug.

5. Insys shall not compensate a Prescriber more than \$30,000 per year for conducting Insys speaker programs related to an Insys Opioid Drug in Illinois.

Attendees

6. Insys shall make a reasonable effort to determine whether a Prescriber who plans to attend a speaking program in Illinois has been sanctioned by a state medical board or has been convicted of or pleaded guilty to violating any state or federal law.

7. Insys shall not allow a Prescriber who Insys knows has been sanctioned by a state medical board or has been convicted of or pleaded guilty to violating any state or federal law related to pharmaceutical Promotion or the practice of medicine to attend an Insys speaking program in Illinois.

8. Insys shall only allow a Prescriber to attend a speaking program related to an Insys Opioid Drug if Insys has a reasonable belief that the Prescriber will prescribe or has the potential to prescribe the Insys Opioid Drug being Promoted for an On-Label Use.

9. Insys shall not allow a Prescriber to be an attendee at more than two (2) speaker programs conducted in Illinois related to the same Insys Opioid Drug during a calendar year.

10. If Insys allows a speaker's employee or co-worker to attend a speaker program in Illinois, that employee or co-worker shall not count towards the minimum number of attendees necessary to hold a speaker program related to an Insys Opioid Drug.

11. If Insys allows a speaker's family member to attend a speaker program in Illinois, that family member shall not count towards the minimum number of attendees necessary to hold a speaker program for an Insys Opioid Drug.

12. Insys shall have policies in place that strive to pre-approve all proposed attendees for speaker programs in Illinois related to an Insys Opioid Drug.

F. Opioid Abuse Detection Program

1. Insys shall, no later than six months from the Effective Date of this Judgment, design, establish and implement an Opioid Abuse Detection Program, including designing adequate policies, controls and measures to ensure compliance with the Opioid Abuse Detection Program.

2. The goal of the Opioid Abuse Detection Program is to identify Prescribers who are abusing or aiding in the abuse of opioids.

3. The Opioid Abuse Detection Program shall apply to all Insys personnel related to Insys Opioid Drugs, and Insys shall require periodic training and education with respect to the Opioid Abuse Detection Program. Such training and education shall occur at least once prior to Insys personnel interacting with Prescribers.

4. The Opioid Abuse Detection Program that Insys designs, establishes and implements shall, at a minimum, include the following components:

- a. A mechanism to search the Prescriber's record on IDFPR's website to determine whether IDFPR has disciplined the Prescriber and whether the Prescriber has an active Medical License and Illinois Controlled Substance License prior to Promoting an Insys Opioid Drug to a Prescriber.
- b. Training Insys personnel to identify Prescribers who are potentially abusing or aiding in the abuse of opioids, including training on the following warning signs:
 - i. identifying a Prescriber that seems to treat a large volume of patients from outside the local area (unless the Prescriber is a true regional or national expert);

- ii. identifying problematic patterns of prescribing techniques or locations, such as repeated prescribing from an automobile, or repeatedly prescribing at atypical times, such as after usual office hours when the Prescriber is not on call;
- iii. identifying credible information regarding indicia of Prescribers or their patients, which evidence abuse, misuse or diversion of an Insys Opioid Drugs or another drug in the same class as an Insys Opioid Drug;
- iv. identify other relevant information regarding a Prescriber that would directly and specifically call into question the Prescriber's prescribing practices, including: sudden, unexplained changes in prescribing or dispensing patterns that are not accounted for by changes in patient numbers or practice type; a Prescriber who has a disproportionate number of patients who pay for office visits and dispensed medications with cash; multiple allegations that individuals from a particular practice have overdosed; or unauthorized individuals signing prescriptions or dispensing controlled substances.

5. A mechanism for Insys personnel to confidentially communicate information related to Prescribers who are potentially abusing or aiding in the abuse of opioids to appropriate persons not responsible for his/her evaluation or compensation, and without any potential or actual retaliation.

6. A mechanism for Insys to conduct an appropriate inquiry regarding any information it receives related to a Prescriber potentially abusing or aiding in the abuse of opioids, including but not be limited to, reviewing the Prescriber's prescription history and searching the Prescriber's record on IDFPR's website.

7. A mechanism for Insys to cease Promoting any Insys Opioid Drugs to Prescribers and, when determined necessary, take appropriate action to contact relevant medical, regulatory, and law enforcement authorities.

8. A mechanism to document the steps Insys took to investigate the Prescriber, the result of Insys' investigation, and whether Insys ceased Promoting to the Prescriber and/or notified the appropriate medical, regulatory, and/or law enforcement authorities.

G. Sales Representative Compensation

1. Insys shall design its compensation structure to reasonably ensure that Insys Sales Representatives are not motivated to engage in improper Promotion of an Insys Drug or otherwise violate any terms of this Final Judgment and Consent Decree. In designing its compensation program, Insys may take into account the compensation structures of other similarly situated pharmaceutical companies and seek the advice of compensation consultants experienced in advising pharmaceutical companies.

H. Prior Authorization Assistance

1. No Insys employee shall communicate with an Illinois patient's insurance company regarding prior authorization of an Insys Opioid Drug.

2. Notwithstanding the prior provision, Insys may hire a third party to communicate with an Illinois patient's insurance company regarding prior authorization of an Insys Opioid Drug provided that Insys shall take steps to ensure that the third party:

- a. provides accurate and non-misleading information to insurance companies;
- b. identifies all employees or agents of the third party correctly as to not create the impression that the employees or agents are calling from a Prescriber's office;
- c. not compensate its employees or agents based, in whole or in part, on the number of approved prior authorizations; and
- d. otherwise complies with Section III.J "Third Parties."

3. Insys Sales Representatives and Account Managers may distribute blank prior authorization forms to Prescribers; however, Insys Sales Representatives may not assist Prescribers in filling out the prior authorization form or have access to prior authorization forms containing patient information.

4. Insys and/or any third party acting on its behalf shall not list pre-printed diagnostic codes on any prior authorization form or otherwise instruct or communicate to Prescribers that particular diagnostic codes are more likely to result in having a prior authorization request approved.

I. Patient Support Services

1. If Insys offers Patient Support Services, it must be staffed by appropriately trained personnel. In designing its training, Insys may take into account similar training of other similarly situated pharmaceutical companies and seek the advice of experts and advisors experienced in advising pharmaceutical companies on such matters.

2. Any Insys employee who works in Patient Support Services must not be compensated, in whole or in part, by commission based on sales volume.

3. Unless a patient consent permits outbound calls, telephonic Patient Support Services shall be limited to inbound calls, except return calls may be made as reasonably necessary.

4. Forms seeking patient consent for outbound calls from telephonic Patient Support Services shall:

- a. explain Insys' telephone Patient Support Services;
- b. clearly disclose that the patient is consenting to receive outbound calls by signing the consent form; and
- c. be separate and distinct from other patient forms but may accompany and be presented with other forms.

5. Any written materials regarding Patient Support Services shall be left with a Prescriber to determine how to distribute the written information.

6. Insys Patient Support Services employees shall in all instances only provide information contained in the label for the Insys Opioid Drug. Insys Patient Support Services employees shall instruct patients to contact their Health Care Professional regarding how the information contained in the label applies to the particular patient's situation.

J. Third Parties

1. Insys shall not cause or encourage third parties, nor knowingly permit third parties acting on its behalf, to engage in practices from which Insys is prohibited by this Final Judgment and Consent Decree unless this Final Judgment and Consent Decree allows for a third party to perform services that Insys is prohibited from doing.

2. Insys shall not participate directly or indirectly in any activity to form a separate entity or corporation which engages in acts prohibited by this Final Judgment and Consent

Decree or for any other purpose which would otherwise circumvent any part of this Final Judgment and Consent Decree or the spirit or purpose of this Final Judgment and Consent Decree.

IV. PAYMENT TO THE STATE

Not later than thirty (30) days after the Effective Date, Insys shall make payment in the amount of \$4,450,000 in accordance with wiring instructions to be provided by the Attorney General. The Attorney General shall cause this payment to be deposited into a consumer protection account for subsequent expenditure as authorized by the Attorney General. Insys shall not be entitled to further accounting regarding the money deposited into the Court Ordered Fund. The Illinois Attorney General and the State of Illinois take no position on the characterization of the amounts paid pursuant to this Final Judgment and Consent Decree for purposes of the Internal Revenue Code or any state tax laws, or the resolution of any other matters.

V. JURISDICTION RETAINED

1. Jurisdiction is expressly retained by this Court for the purpose of enforcing compliance with the provisions of this Final Judgment and Consent Decree.
2. This is a final order and no just reason exists to delay enforcement.
3. The compliance provisions, requirements, obligations and restrictions contained in Paragraphs III.A.3 through III.J of this Final Judgment and Consent Decree shall expire on August 20, 2022.

VI. RELEASE

1. Based on her inquiry into the Covered Conduct, the Attorney General has concluded that this Final Judgment and Consent Decree is the appropriate resolution of any

alleged violations of the Consumer Fraud Act and the Uniform Deceptive Trade Practices Act ("the UDTPA"), 815 ILCS 510/1 *et seq.*, by Insys in connection with the Covered Conduct. The Attorney General acknowledges by her execution hereof that this document terminates her inquiry into the Covered Conduct.

2. In consideration of the compliance provisions and payment made hereunder (and assuming adherence to such compliance and payment obligations by Insys), the Attorney General releases and forever discharges, to the fullest extent permitted by law, Insys and its past and present officers, directors, stockholders, employees, affiliates, parents, subsidiaries, predecessors, assigns and successors (collectively, the "Releasees"), of and from any and all civil causes of actions, claims, damages, costs, attorney's fees or penalties that the Attorney General could have asserted against the Releasees under the Consumer Fraud Act and the UDTPA by reason of the Covered Conduct ("Released Claims").

VII NO ADMISSION OF LIABILITY

1. This Final Judgment and Consent Decree does not constitute an admission by Insys for any purpose, of any fact or of a violation of any state law, rule, or regulation, nor does this Final Judgment and Consent Decree constitute evidence of any liability, fault or wrongdoing by Insys nor does Insys' agreement not to engage in certain conduct constitute an admission that Insys has ever engaged in such conduct.

2. This Final Judgment and Consent Decree shall not construed or used as a waiver of any limitation of any defense otherwise available to Insys and is made without trial or adjudication of any issue of fact or law or finding of liability of any kind. Nothing herein shall be construed to limit or to restrict Insys' right to use this Final Judgment and Consent Decree to assert and maintain the defenses of res judicata, collateral estoppel, payment, compromise and

settlement, accord and satisfaction, or any other legal or equitable defenses in any pending or future legal or administrative action or proceeding. No part of this Final Judgment and Consent Decree, including its statements and commitments, shall constitute evidence of any liability, fault, or wrongdoing by Insys. This document and its contents are not intended for use by any third party for any purpose, including submissions to any court for any purpose. It is the intent of the Parties that this Final Judgment and Consent Decree not be admissible in other cases or binding on Insys in any respect other than in connection with the enforcement of this Final Judgment and Consent Decree. This Final Judgment and Consent Decree shall not create a private cause of action or confer any right to any third party for violation of any federal or state statute or law except that the Attorney General may file an action to enforce the terms of this Final Judgment and Consent Decree.

VIII MODIFICATION OF CERTAIN OPERATIONAL PROVISIONS


Any party to this Final Judgment and Consent Decree may petition the Court for modification on thirty (30) days' notice to all other parties to this Final Judgment and Consent Decree. Insys may petition for modification if it believes that the facts and circumstances that led to the Attorney General's action against Insys have changed in any material respect. The parties by stipulation may agree to a modification hereof, which agreement shall be presented to this Court for consideration; provided that the parties may jointly agree to a modification only by a written instrument signed by or on behalf of both Insys and the Attorney General. If Insys wishes to seek a stipulation for a modification from the State, it shall send a written request for agreement to such modification to the Attorney General at least 30 days prior to filing a motion with the Court for such modification. Within 30 days of receipt from Insys of a written request

for agreement to modify, the Attorney General shall notify Insys in writing if the Attorney General agrees to the requested modification.


AGREED:

THE PEOPLE OF THE STATE OF ILLINOIS

By: LISA MADIGAN
ATTORNEY GENERAL OF ILLINOIS

By: 
Susan Ellis, Chief
Consumer Fraud Bureau

Date: 8/17/17

By: 
E. Paige Boggs
Assistant Attorney General

Date: 8/17/17

Attorney No. 99000


LISA MADIGAN
Attorney General of Illinois

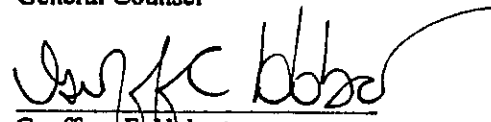
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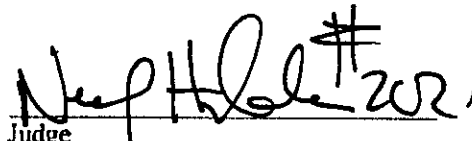
AGREED:

INSYS THERAPEUTICS, INC.

By: 
Franc Del Fosse
General Counsel

By: 
Geoffrey E. Hobart
Covington & Burling LLP

Date: 8/17/17


Judge

